



COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
KENNETH HAHN HALL OF ADMINISTRATION
500 WEST TEMPLE STREET, ROOM 437
LOS ANGELES, CA 90012



MARK J. SALADINO
TREASURER AND TAX COLLECTOR

November 29, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

12 November 29, 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

**RECOMMENDATION TO APPROVE MASTER AGREEMENTS FOR
FINANCIAL ADVISORY SERVICES
(ALL DISTRICTS) (3-VOTES)**

SUBJECT

The Treasurer and Tax Collector (TTC) released a Request for Statement of Qualifications (RFSQ) to solicit three (3) firms for the provision of Financial Advisory Services for the TTC Financial Advisory Services Pool. The TTC has selected the top three (3) ranking firms and is requesting delegated authority to execute Master Agreements with these firms.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the attached Master Agreement (Agreement) in substantially similar form for the Financial Advisory Services Pool, and authorize the TTC to execute such Agreements with KNN Public Finance, Public Resources Advisory Group, and Montague DeRose and Associates, which shall collectively comprise the TTC Financial Advisory Services Pool ("Pool") commencing on January 1, 2012, or following the date of the Board's approval, whichever is later, for an initial three (3) year term through December 31, 2014.
2. Authorize the TTC to extend the Agreements for two (2) one year and six (6) month to-month extensions at the sole option of the TTC in accordance with the term of the Agreements.
3. Authorize the TTC to execute future amendments to modify the terms of the Statement of Work that do not materially alter the Agreements, and/or to add/change certain terms and conditions in the Agreements, as required by the Board or Chief Executive Office, provided that County Counsel's approval is obtained prior to the execution of such amendments and/or changes.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

The TTC created the Pool program in 1995 to assist in evaluating financial proposals, debt structures, and debt management relating to the County's debt management program by utilizing the services of three (3) independent financial advisory firms.

During the course of a year, the TTC receives numerous proposals recommending a variety of borrowing options. While many of these may provide benefits to the County's debt management program, they often involve significant risks as well. The use of the Pool has served the County well by providing independent financial analysis, validation of debt structures, and augmented technical expertise. The current Agreements expire on December 31, 2011.

Implementation of Strategic Plan Goals

Approval of the Agreement will assist the TTC in meeting the County's Strategic Plan Goal of Fiscal Responsibility by providing independent financial analysis, validation of debt structures, augmented technical expertise, and other types of projects in which a firm's services are needed or have been requested.

FISCAL IMPACT/FINANCING

Services are used on an intermittent basis, with most engagements incorporated as a cost of issuance for the financing of specific projects approved by your Board. Engagements for special studies and other projects not related to a specific financing project are expected not to exceed \$200,000 in any fiscal year (FY). An appropriation of \$200,000 for this program has been included in the FY 2011-12 Adopted Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The attached Agreement contains the required provisions pertaining to compliance with the Notification to Employees Regarding the Federal Earned Income Credit, County's Jury Service Program, Child Support Compliance Program, Consideration of Hiring GAIN/GROW Program Participants, Safely Surrendered Baby Law, and the Defaulted Property Tax Reduction Program. The TTC will execute a separate agreement with each firm with such additions, changes or corrections that, in his discretion, are in the best interests of the County and the TTC.

The term of this Pool shall commence on January 1, 2012, upon execution by the TTC following your Board's approval, for an initial three (3)-year term through December 31, 2014, with two (2) optional one year and six (6) month-to-month extensions for a maximum term of five (5) years and six (6) months. The option to exercise any renewal or extension shall be at the sole discretion of the TTC. The firms will continue to be used on an as-needed basis, matching the specific needs of the County with the best combination of skills and experience of the firms.

The Agreement has been approved as to form by the Office of the County Counsel.

There is no impact to County employees as these services supplement current resources and are intermittent in nature.

CONTRACTING PROCESS

On May 19, 2011, the TTC released the RFSQ in accordance with County contracting procedures and requirements. The RFSQ was issued to 113 firms via email and U.S. mail, of which 41 were identified in the Bond Buyer's Municipal Marketplace Directory Fall 2010, and listed in Attachment I. Additionally, the RFSQ was posted on the TTC Website and the Los Angeles County Bid Website of registered vendors (Attachment II) under the Commodity Code "Financial Advisory Services," providing notification to approximately 185 prospective firms via email, thereby, maximizing the TTC's outreach to potential proposers.

The RFSQ solicitation was for the purpose of obtaining three (3) qualified firms to provide Financial Advisory Services to the TTC. Twelve (12) Statements of Qualification (SOQ) were received, evaluated, and ranked using the County's Informed Averaging Methodology. The top three (3) ranking firms were KNN Public Finance, Public Resources Advisory Group, and Montague DeRose and Associates. These firms' respective SOQs were complete, detailed, and the most responsive to the RFSQ.

The recommended Agreement is not a Proposition A agreement because of the extraordinary professional and technical nature of the services being provided. The Living Wage Program (County Code Chapter 2.201) does not apply to the recommended Agreement.

Minority and women owner/employee statistics for the three (3) firms are shown in Attachment III. None of the recommended firms are certified Small Business Enterprises and/or Community Based Enterprises. Following the completion of the review and analysis process, KNN Public Finance, Public Resources Advisory Group, and Montague DeRose and Associates were selected without regard to race, gender, color or creed.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The current Agreements for Financial Advisory Services will expire on December 31, 2011. The award of the recommended attached Agreement will enable the County to utilize the Financial Advisory Services of the recommended firms.

CONCLUSION

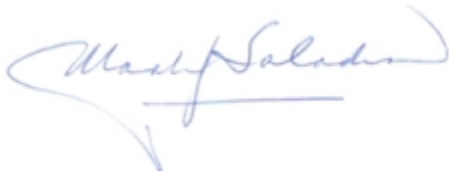
Instruct the Executive Officer to return one (1) adopted stamped Board letter to the TTC.

The Honorable Board of Supervisors

11/29/2011

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Respectfully submitted,

A handwritten signature in blue ink, reading "Mark J. Saladino". The signature is stylized with a large, sweeping initial "M" and a horizontal line under the name.

MARK J. SALADINO

Treasurer and Tax Collector

MJS:WMH:HJK:lc

Enclosures

c: Chief Executive Office
County Counsel
Executive Officer, Board of Supervisors

**2011 Financial Advisors Services RFSQ
Mailing List**

Attachment I

	Firm/Organization Name	Street	City	State	Zip
1	A. Lopez & Associates LLC	300 Frank H. Ogawa Plaza – Suite 229	Oakland	CA	94612
2	Acacia Financial Management	672 S. LaBrea Ave.	Los Angeles	CA	90036
3	American Governmental Financial Services Company (AGFS)	1721 Eastern Avenue, Ste 4	Sacramento	CA	95864
4	Annette Yee & Co.	27205 Meadows Road	Carmel	CA	93923
5	Autumn Capital Investment	24672 San Juan Ave., Suite 202	Dana Point	CA	92672
6	Backstrom McCarley Berry & Co., LLC	115 Sansome St., Mezz "A"	San Francisco	CA	94104
7	Bartle Wells Associates	1889 Alcatraz Ave.	Berkeley	CA	94703
8	Bear, Stearns & Co., Inc.	1999 Avenue of the Stars, 31st Floor	Los Angeles	CA	90067
9	BLX	777 S. Figueroa St., Ste 800	Los Angeles	CA	90017
10	BLX	405 Howard St, Ste. 900	San Francisco	CA	94105
11	BMO Capital Markets GKST Inc.	One Market Street, Ste 1515	San Francisco	CA	94105
12	Branin Finance	Nine Carnelian	Irvine	CA	92614
13	C. M. de Crinis & Co., Inc.	11846 Ventura Boulevard – Suite 101	Studio City	CA	91604
14	C.M. De Crinis & Co., Inc.	15300 Ventura Blvd., Ste 404	Sherman Oaks	CA	91403
15	California Financial Services	5213 El Mercado Pkwy., Suite D	Santa Rosa	CA	95403
16	Capitol Public Finance Group, LLC	1900 Point West Way, Ste 273	Sacramento	CA	95815
17	Chilton & Associates, Inc.	1236 Camdem Drive	Los Angeles	CA	90035
18	Chuffed Enterprises	14007 Morrison Street	Sherman Oaks	CA	91423
19	Clover Capital Corporation	1112 Ocean Drive, Suite 101	Manhattan Beach	CA	90266
20	Columbia Capital Management, LLC	468 N. Camden Drive, Ste 300	Beverly Hills	CA	90210
21	Cooperman Associates	111 Anza Blvd., Ste 107	Burlingame	CA	94010
22	Cristal Cassidy, CPA	P.O. Box 3134	Long Beach	CA	90803
23	CSG Advisors Incorporated	One Post Street, Ste 2130	San Francisco	CA	94104
24	Cynthia Boutte	3025 West Artesia Blvd.	Torrance	CA	90504
25	Dale Scott & Co., Inc.	400 Montgomery St., Suite 805	San Francisco	CA	94104
26	Delta Consulting Group, Inc.	401 East Ocean Blvd., Ste. 1010	Long Beach	CA	90802
27	Dixon Consulting Company	6760 Meadowlark Lane	Chino	CA	91710
28	Dowdell Financial Services	1716 "L" Street	Sacramento	CA	95811
29	Edwards, Eichel & Beranek	650 Sierra Madre Villa Ave., Ste. 202	Pasadena	CA	91107
30	Estrada Hinojosa & Company, Inc.	437 "J" St., Ste 212	San Diego	CA	92101
31	Federated Investors	1001 Liberty Avenue	Pittsburgh	PA	15222
32	Fieldman, Rolapp & Associates	19900 MacArthur Blvd., Ste 1100	Irvine	CA	92612
33	Financial Management Consulting	12935 Shiray Ranch Road P.O. Box 9135	Moreno Valley	CA	92553
34	First Albany Capital Inc.	445 S. Figueroa, Suite 2980	Los Angeles	CA	90071
35	First Southwest Company	1620 26th St., Ste 230 S.	Santa Monica	CA	90404
36	Fund Services Advisors, Inc.	777 S. Figueroa St., Ste 3200	Los Angeles	CA	90017
37	Gardner, Underwood & Bacon LLC	12100 Wilshire Blvd., Ste. 430	Los Angeles	CA	90025
38	Gardner, Underwood & Bacon LLC	1440 Broadway, Ste 800	Oakland	CA	94612
39	Glenn M. Reiter & Associates	2535 Kettner Blvd., Ste 2A5	San Diego	CA	92101
40	Global Friendly Technology	Door B 2016 Oak St.	Santa Monica	CA	90405
41	Government Financial Strategies, Inc.	1228 "N" Street, Ste 13	Sacramento	CA	95814
42	Hamilton, Rabinovitz & Alschuler, Inc.	6033 W. Century Blvd., Ste. 890	Los Angeles	CA	90045
43	Harrell & Company Advisors, LLC	333 City Blvd. W., Ste 1430	Orange	CA	92868
44	Harris & Associates	811 W. 7th Street, Ste. 310	Los Angeles	CA	90017
45	Imperial Securities Corp.	2333 San Ramon Valley Blvd., Ste 390	San Ramon	CA	94583-4444
46	Independent Capital Management	240 Calle Campesino	San Clemente	CA	92672
47	Jefferies & Company, Inc.	1215 K St., Ste. 1728	Sacramento	CA	95814
48	Jefferies & Company, Inc.	One Montgomery St., 24th Fl	San Francisco	CA	94104
49	Justice For All	14584 Baseline Ave., Ste. 300-333	Fontana	CA	92336
50	Kare Management Services	11024 Balboa Blvd. #411	Granada Hills	CA	91344
51	Katz Hollis	550 S. Hope St., Ste. 2655	Los Angeles	CA	90071
52	Kaufman, Hall & Associates, Inc.	909 Sepulveda Blvd., Ste 960	El Segundo	CA	90245
53	Kaufman, Hall & Associates, Inc.	348 Troon Ct	Napa	CA	94558
54	Kelling, Northcross & Nobriga	1333 Broadway Street – Suite 1000	Oakland	CA	94612
55	Kinswell, Newcomb & De Dios, Inc.	2776 Gateway Rd	Carlsbad	CA	92009
56	Kitahata & Company	137 Joost Ave	San Francisco	CA	94131
57	KNN Public Finance	1333 Broadway, Ste 1000	Oakland	CA	94612

**2011 Financial Advisors Services RFSQ
Mailing List**

Attachment I

	Firm/Organization Name	Street	City	State	Zip
58	Kostmont Financial Services, Inc.	601 S. Figueroa St., Ste. 3550	Los Angeles	CA	90017
59	Lamont Financial Services Corporation	308 N. Sycamore Ave., Ste 304	Los Angeles	CA	90036
60	Lamont Financial Services Corporation	3569 Perada Drive	Walnut Creek	CA	94598
61	Macias, Gini & Co, LLP	515 So. Figueroa St., Ste. 325	Los Angeles	CA	90071
62	Magis Advisors	1301 Dove St., Ste 380	Newport Beach	CA	92660
63	Masterson, Moreland, Sauer, Whisman	121 Main St., Ste. 2200	Houston	TX	77002
64	Mentor 4, Inc.	1225 W. 190th St., Ste. 100	Gardena	CA	90248
65	Metwest Financial Advisory Services	455 Capitol Mall, Ste. 701	Sacramento	CA	95814
66	Millennium Financial Corp.	471 W. Lambert Rd., Ste. 103	Brea	CA	92822
67	Montague Derosé and Associates, LLC	1215 K St., 17th Fl	Sacramento	CA	95814
68	Montague Derosé and Associates, LLC	3100 Oak Rd., Ste 210	Walnut Creek	CA	94597
69	Montague Derosé and Associates, LLC	2801 Townsgate Rd., Ste 221	Westlake Village	CA	91361
70	Municipal Capital Management, Inc.	6303 Owensmouth Ave, 10th Fl	Los Angeles	CA	91367
71	Municipal Capital Management, Inc.	1097 W. California Ave.	Mill Valley	CA	94941
72	Municipal Capital Management, Inc.	3078 East Sierra Drive	Westlake Village	CA	91362
73	Munisoft	1325 Country Club Drive	Modesto	CA	95356
74	Netresell Incorporated	3875 Wilshire Blvd., Ste. 709	Los Angeles	CA	90010
75	Northcross, Hill & ACH Inc.	One Post Street, Ste 2525	San Francisco	CA	94104
76	Northcross, Hill & ACH Inc.	999 Fifth Avenue, Ste 560	San Rafael	CA	94901
77	Núñez & Associates Inc.	3711 N. Harbor Blvd., Ste. B	Fullerton	CA	92835
78	Piper Jaffray & Co.	53 Vantis Drive, Suite 100	Aliso Viejo	CA	92656
79	Piper Jaffray & Co.	2321 Rosecrans Ave, Ste 3200	El Segundo	CA	90254
80	Piper Jaffray & Co.	770 "L" Street, Ste 950	Sacramento	CA	95814
81	Piper Jaffray & Co.	345 California St., Ste 2400	San Francisco	CA	94104
82	PK Advisors, Inc.	Five Mabry Way	San Rafael	CA	94903
83	Prager, Sealy & Co., LLC	One Maritime Plaza, Ste 1000	San Francisco	CA	94111
84	Public Financial Management, Inc.	633 W. Fifth St., Ste 6700	Los Angeles	CA	90071
85	Public Financial Management, Inc.	660 Newport Center Dr., Ste. 710	Newport Beach	CA	92660
86	Public Financial Management, Inc.	1300 Clay St., Ste 600	Oakland	CA	94612
87	Public Financial Management, Inc.	50 California St., Ste 2300	San Francisco	CA	94111
88	Public Investment Services, Inc.	16133 Ventura Blvd., Ste. 530	Encino	CA	91436-2403
89	Public Resources Advisory Group	11500 W. Olympic Blvd., Ste 502	Los Angeles	CA	90064
90	Public Resources Advisory Group	1950 Mountain Blvd., Ste 1	Oakland	CA	94611
91	RBC Capital Markets	777 W. Figueroa St., Ste 850	Los Angeles	CA	90017
92	RBC Capital Markets	345 California St., 28th Fl	San Francisco	CA	94104
93	Reiter, Lowry Consultants	11417 W. Bernardo Ct., Ste. A	San Diego	CA	92127-1639
94	Rideau Lyons & Co. Inc.	5455 Wilshire Blvd., Ste 2131	Los Angeles	CA	90036
95	Rod Gunn Associates, Inc.	16371 Bothard St., Ste. A	Huntington Beach	CA	92647-3652
96	Schaefer and Associates	32381 Via Antibes	Dana Point	CA	92629
97	Seidler-Fitzgerald Public Finance	515 S. Figueroa St., 11th Floor	Los Angeles	CA	90071-3396
98	Sequoia Financial Group, LLC	21300 Victory Blvd., Ste 1180	Los Angeles	CA	91367
99	Shattuck Hammond Partners	601 California St., Ste 2150	San Francisco	CA	94108
100	Shipp & Mitchell Associates	13123 Casimir Ave.	Gardena	CA	90249
101	Siebert Brandford Shank & Co., LLC	523 W. Sixth Street, Ste 703	Los Angeles	CA	90014
102	Siebert Brandford Shank & Co., LLC	1999 Harrison St., Ste 2720	Oakland	CA	94612
103	SNW (Seattle-Northwest Securities Corp.)	445 S. Figueroa, Ste 2600	Los Angeles	CA	90071
104	So. Cal. Medlegal Consultants, Inc.	1500 PCH Hwy., Ste. D	Seal Beach	CA	90740
105	Sperry Capital Inc.	One Harbor Dr., Ste 108	Sausalito	CA	94965
106	Stone & Youngberg LLC	One Ferry Building	San Francisco	CA	94111
107	Structured Finance Corp. of America	17011 Beach Blvd., 9th Floor	Huntington Beach	CA	92647
108	Sutter Securities Incorporated	220 Montgomery St., #1700	San Francisco	CA	94104
109	Tamalpais Advisors, Inc.	3030 Bridgeway, Ste. 340	Sausalito	CA	94965
110	The Diaz Group	P.O. Box 3871	Montebello	CA	90640
111	Uhuru J. Amaa LLC	600 Wilshire Blvd., Ste. 1200	Los Angeles	CA	90017
112	William Euphrat Municipal Finance, Inc.	3100 Clay Street	San Francisco	CA	94115
113	Wulff, Hansen & Co.	351 California St.	San Francisco	CA	94104

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Bid Detail Information

Bid Number : TTC RFSQ 2011-02 FAS

Bid Title : Financial Advisory Services

Bid Type : Service

Department : Treasurer and Tax Collector

Commodity : FINANCIAL ADVISOR SERVICES

Open Date : 5/19/2011

Closing Date : 7/1/2011 3:00 PM

Bid Amount : N/A

Bid Download : [Available](#)

Bid Description : The County of Los Angeles (County) Treasurer and Tax Collector (TTC) is requesting Statements of Qualifications (SOQ) for the provision of Financial Advisory Services.

The TTC is soliciting SOQs from qualified financial advisory firms that can provide financial advisory services detailed in the Request for Statement of Qualifications (RFSQ), which include, but are not limited to, evaluation of financing proposals and validation of proposed debt structures, assistance with the issuance process for debt securities, and evaluation of the performance of underwriters and other members of the financing team.

The RFSQ package will be available for download from the Internet by either accessing the County of Los Angeles' website at: <http://camisvr.co.la.ca.us/lacobids> or the TTC's website at: <http://ttc.lacounty.gov> and selecting this RFSQ listed under the "Contracting Opportunities" link. The RFSQ contains the service requirements, SOQ content and format requirements, a description of the selection process, and a sample Master Agreement. The firms that meet the minimum qualifications identified in Section 1.3, Vendor's Minimum Qualifications, of the RFSQ are invited to submit a SOQ to provide the services described further in Exhibit F, Statement of Work, of Appendix H, Master Agreement of the RFSQ.

The SOQs must be prepared in accordance with Section 3.6, Preparation and Format of the SOQ, of the RFSQ. Attention should be given to Section 3.6.3.2.2, which requests key information regarding the services that firms will provide to the TTC. The SOQs are due no later than 3:00 p.m., Pacific Time, Friday, June 24, 2011, in Room 437, Kenneth Hahn Hall of Administration, 500 West Temple Street, Los Angeles, CA 90012. Proposals received after the scheduled deadline will not be accepted and shall be returned to the sender unopened.

Contact Name : Helen Kim

Contact Phone# : (213) 974-7360

Contact Email : contracts@ttc.lacounty.gov

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**FIRM/ORGANIZATION INFORMATION
FINANCIAL ADVISORY SERVICES**

The following information was gathered for statistical purposes only. On final analysis and consideration of award, vendor was selected without regard to gender, race, creed, or color.

FIRM/ORGANIZATION INFORMATION	KNN Public Finance		Public Resources Advisory Group		Montague DeRose and Associates	
Owners/Partners/Associate Partners	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition						
Black/African American	N/A	N/A	0	0		
Hispanic/Latino	N/A	N/A	0	0	1	1
Asian or Pacific Islander	N/A	N/A	1	2		
American Indian	N/A	N/A	0	0		
Filipino	N/A	N/A	0	0		
White	N/A	N/A	7	3	2	
Managers	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition						
Black/African American			0	2		
Hispanic/Latino			0	0		
Asian or Pacific Islander			1	1	2	
American Indian			0	0		
Filipino			0	0		
White	2	1	1	4		
Staff	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition						
Black/African American		1	1	4		
Hispanic/Latino		1	1	2		2
Asian or Pacific Islander	3	2	0	1	1	
American Indian			0	0		
Filipino			0	1		
White	7	4	4	5	3	5
% Ownership in Firm	Male	Female	Male	Female	Male	Female
Race/Ethnic Composition						
Black/African American	N/A	N/A	0.0%	0.0%		
Hispanic/Latino	N/A	N/A	0.0%	0.0%	29.0%	
Asian or Pacific Islander	N/A	N/A	8.7%	1.9%		
American Indian	N/A	N/A	0.0%	0.0%		
Filipino	N/A	N/A	0.0%	0.0%		
White	N/A	N/A	82.5%	4.9%	71.0%	
Business Structure	National Banking Association		Corporation		California LLC	
Total No. Employees	21		41		17	
Certified as Minority, Woman, Disadvantaged, or Disabled Veteran Business Enterprise?	No		No		No	



MASTER AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

TREASURER AND TAX COLLECTOR

AND

(CONTRACTOR)

FOR

FINANCIAL ADVISORY SERVICES

**FINANCIAL ADVISORY SERVICES
MASTER AGREEMENT PROVISIONS
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STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
- C CONTRACTOR'S EEO CERTIFICATION**
- D JURY SERVICE ORDINANCE**
- E SAFELY SURRENDERED BABY LAW**
- F SCOPE OF SERVICES – SAMPLE WORK ORDER FORMATS**
 - Attachment F1 - TIME & MATERIALS BASIS
 - Attachment F2 - FIXED PRICE PER DELIVERABLE BASIS
- G PRICING SCHEDULE**

UNIQUE EXHIBITS

- H FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
 - H1 CERTIFICATION OF EMPLOYEE STATUS
 - H2 CERTIFICATION OF NO CONFLICT OF INTEREST
 - H3 CONTRACTOR EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY, &
COPYRIGHT ASSIGNMENT AGREEMENT
 - H4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT, CONFIDENTIALITY &
COPYRIGHT ASSIGNMENT AGREEMENT
- I SUBSEQUENT EXECUTED WORK ORDERS (not attached)**

**MASTER AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
TREASURER AND TAX COLLECTOR
AND

(CONTRACTOR – NAME)
FOR
FINANCIAL ADVISORY SERVICES**

This Master Agreement and Exhibits made and entered into this ____ day of _____, 2011 by and between the County of Los Angeles, Treasurer and Tax Collector, hereinafter referred to as County and _____, hereinafter referred to as Contractor.

RECITALS

WHEREAS, the County may contract with private businesses for Financial Advisory Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Financial Advisory Services; and

WHEREAS, this Master Agreement is therefore authorized under California Codes, Government Code Section 31000 which authorizes the Board of Supervisors to contract for special services; and

WHEREAS, the Board of Supervisors has authorized the Treasurer and Tax Collector to execute and administer this Master Agreement; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, and I and are attached to and form a part of this Master Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Master Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Master Agreement and then to the Exhibits according to the following priority:

Standard Exhibits:

- 1.1 EXHIBIT A - County's Administration
- 1.2 EXHIBIT B - Contractor's Administration
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - Jury Service Ordinance
- 1.5 EXHIBIT E - Safely Surrendered Baby Law
- 1.6 EXHIBIT F - Statement of Work – Sample Work Order Formats
- 1.7 EXHIBIT G – Pricing Schedule

Unique Exhibits:

- 1.8 EXHIBIT H - Forms Required For Each Work Order Before Work Begins

Work Orders Executed Under this Master Agreement

- 1.9 EXHIBIT I - Subsequent Executed Work Orders

This Master Agreement and all Exhibits constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Master Agreements, written and oral, and all communications between the parties relating to the subject matter of this Master Agreement. No change to this Master Agreement shall be valid unless prepared pursuant to Subparagraph 8.4 - Change Notices and Amendments and signed by both parties.

2.0 DEFINITIONS

The headings contained in this Master Agreement are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 Active Contractor:** Identifies a Qualified Contractor who is in compliance with the terms and conditions and whose evidence of insurance requirements have all been received by the Department and are valid and in effect at the time of a given Work Order award. As used herein, the terms Active Contractor and Contractor may be used interchangeably throughout this document.
- 2.2 Contractor's Authorized Official(s):** As used herein, the term "Contractor's Authorized Official(s)" shall have the meaning set forth in Subparagraph 7.2 [Contractor's Authorized Official(s)].
- 2.3 Contractor's Project Director:** As used herein, the term "Contractor's Project Director" shall have the meaning set forth in Subparagraph 7.1 (Contractor's Project Director).
- 2.4 County's Project Director:** As used herein, the term "County's Project Director" shall have the meaning set forth in Subparagraph 6.2 (County's Project Director).
- 2.5 County's Project Manager:** As used herein, the term "County's Project Manager" shall have the meaning set forth in Subparagraph 6.1 (County's Project Manager).
- 2.6 Day(s):** Calendar day(s) unless otherwise specified.
- 2.7 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.8 Master Agreement:** County's standard agreement executed between County and individual Contractors. It sets forth the terms and conditions for the issuance and performance of, and otherwise governs, subsequent Work Orders.
- 2.9 Qualified Contractor:** A Vendor who has submitted a Statement of Qualifications (SOQ) in response to County's Request For Statement of Qualifications (RFSQ); has met the minimum qualifications listed in the RFSQ, and has an executed Master Agreement with the Treasurer and Tax Collector.
- 2.10 Request For Statement of Qualifications (RFSQ):** A solicitation based on establishing a pool of Qualified Contractors to provide services through Master Agreements.

- 2.11 Scope of Work/Services:** The work to be provided by Contractor pursuant to this Master Agreement identified in Exhibit F (Scope of Work) with all Attachments thereto.
- 2.12 Statement of Work:** A written description of tasks, deliverables, and/or other work desired by County pursuant to this Master Agreement. A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement, for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work (SOW). Each SOW shall be solicited, among the Financial Advisor Pool, by and tendered to County, by Contractor. Unless otherwise specified in the SOW Availability Notice, if the County solicits bids, the County shall select the lowest cost, qualified bid responding to the requirements of the proposed SOW. No work shall be performed by Contractors except in accordance with validly bid and executed SOW.
- 2.13 Statement of Qualifications (SOQ):** A Contractor's response to an RFSQ.
- 2.14 TTC:** The County of Los Angeles Treasurer and Tax Collector.
- 2.15 Work Order:** A subordinate agreement executed wholly within and subject to the provisions of this Master Agreement in Exhibit F (Statement of Work – Sample Work Order Format), for the performance of tasks and/or provision of deliverables as described in a specification or a Statement of Work. Each Work Order shall result from bids, solicited by and tendered to County, by Qualified Pool Contractors. Unless otherwise specified in the Work Order Availability Notice, County shall select the lowest cost, qualified bid responding to the requirements of the proposed Work Order. No work shall be performed by Pool Contractors except in accordance with validly bid and executed Work Orders.

3.0 WORK

- 3.1** Pursuant to the provisions of this Master Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in each Work Order and its related Statement of Work for which Contractor is contracted.
- 3.2** Work Orders shall generally conform to either Attachment F1 or Attachment F2, of Exhibit F (Scope of Work – Sample Work Order Formats), depending on whether the particular Work Order is to be performed on a Time and Materials basis (see Attachment F1) or on a Fixed Price Per Deliverable basis (see Attachment F2) as

determined by County. Each Work Order shall include an attached Statement of Work, which shall describe in detail the particular project and the work required for the performance thereof. Payment for all work shall be either on a time and materials basis or on a fixed priced per deliverable basis, subject to the Total Maximum Amount specified on each individual Work Order.

- 3.3 If Contractor provides any task, deliverable, service, or other work to County that utilizes other than approved Contractor Personnel, and/or that goes beyond the Work Order expiration date, and/or that exceeds the Total Maximum Amount as specified in the Work Order as originally written or modified in accordance with Subparagraph 8.4, Change Notices and Amendments, these shall be gratuitous efforts on the part of Contractor for which Contractor shall have no claims in law or in equity against County.
- 3.4 County procedures for issuing and executing Work Orders are as set forth in this Subparagraph 3.4. Upon determination, the County shall issue a Work Order solicitation containing a Statement of Work to all Master Agreement Qualified/Pool Contractors. Each contacted, interested Qualified/Pool Contractor may submit a bid to the County within the timeframe specified in the solicitation. Failure of Contractor to provide a bid within the specified timeframe may disqualify Contractor for that particular Work Order.
- 3.5 Upon completion of evaluations, County shall execute the Work Order by and through the TTC staff identified in this Master Agreement with the lowest cost Qualified/Pool Contractor, unless the Work Order solicitation specifies bid evaluation criteria other than lowest cost. It is understood by Contractor that County's competitive bidding procedure may have the effect that no Work Orders are awarded to some Master Agreement Qualified/Pool Contractors. Work Orders are usually issued for periods not extending past the end of County's current fiscal year (June 30th) with the exception of Work Orders for as needed services on a time and material basis, which may be issued to correspond with the term of the Master Agreement. However, at such time the Work Order is only extended through the end of the fiscal year, County may either re-bid the Work Order tasks or extend the Work Order if technical or cost circumstances require it.
- 3.6 County estimates that selection of any Contractor shall occur within five (5) business days of completion of the evaluations of the particular Work Order bids. Following selection, all Contractors selected must be available to meet with County on the starting date specified in the Work Order. Inability of Contractor to comply with such commencement date may be cause for disqualification of Contractor from the particular Work Order, which shall be at the sole discretion of the County's Project Director.

- 3.7 If Contractor is unable to meet with the County at commencement of work as specified in the Work Order, then Contractor may be disqualified from the particular Work Order. In the event Contractor defaults three (3) times under Subparagraph 3.6 within a given County fiscal year, then County may terminate this Master Agreement pursuant to Subparagraph 8.43, Termination For Default.

4.0 TERM OF MASTER AGREEMENT

- 4.1 This Master Agreement shall be effective for three (3) years upon the date of its execution by the Treasurer and Tax Collector or his designee as authorized by the Board of Supervisors. This Master Agreement shall expire on **December 31, 2014** unless sooner extended or terminated, in whole or in part, as provided herein.
- 4.2 The County shall have the sole option to extend the Master Agreement term for up to two (2) additional one-year periods and six (6) month-to-month extensions, for a maximum total Master Agreement term of five (5) years and six (6) months. Each such option and extension shall be exercised at the sole discretion of the Treasurer and Tax Collector or his designee. In the event the TTC desires to extend the term, the TTC shall provide Contractor with a written notice of such renewal thirty (30) calendar days prior to the expiration of the term of this Master Agreement.
- 4.3 Contractor shall notify the TTC when this Master Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, Contractor shall send written notification to the TTC at the address herein provided in Exhibit A.

5.0 CONTRACT RATES

- 5.1 The Contractor's rates set forth in Exhibit G, Pricing Schedule, shall remain firm and fixed for the duration of the Master Agreement term.
- 5.2 Contractor shall not be entitled to any payment by County under this Master Agreement except pursuant to validly executed and satisfactorily performed Work Orders. In each year of this Master Agreement, the total of all amounts actually expended by County hereunder ("maximum annual expenditures") may not exceed amounts allocated to TTC by the County Board of Supervisors in their approved budgets. The County has sole discretion to expend some, all, or none of such budgeted amounts. The sum of such annual expenditures for the duration of the Master Agreement is the Contract Sum.
- 5.3 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to

performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.4 No Payment for Services Provided Following Expiration/Termination of Master Agreement

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Master Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Master Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Master Agreement.

5.5 Invoices and Payments

5.5.1 For providing the tasks, deliverables, services, and other work authorized pursuant to this Master Agreement, Contractor shall separately invoice County for each Work Order either: (1) monthly, if performed on a Time and Materials basis (Reference Exhibit F1) or (2) by deliverable, if performed on a Fixed Price Per Deliverable basis (Reference Exhibit F2).

5.5.2 Payment for all work shall be on either a Time and Materials basis or a Fixed Price Per Deliverable basis, subject to the Total Maximum Amount specified in each Work Order less any amounts assessed in accordance with Subparagraph 8.25, Liquidated Damages.

5.5.3 County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacations, sick leave, per diem, or miscellaneous expenses, etc.

5.5.4 All work performed by, and all invoices submitted by, Contractor pursuant to Work Orders issued hereunder must receive the written approval of County's Project Manager, who shall be responsible for a detailed evaluation of Contractor's performance before approval of work and/or payment of invoices is permitted.

5.5.5 Invoices under this Master Agreement shall contain supporting documentation and shall be submitted to:

County of Los Angeles – Treasurer and Tax Collector
Public Finance Branch
500 West Temple Street – Room 432
Los Angeles, California 90012
Attention: Glenn Byers
Assistant Treasurer and Tax Collector

with a copy to:

County of Los Angeles – Treasurer and Tax Collector
Accounts Payable
500 West Temple Street – Room 464
Los Angeles, California 90012

5.5.6 Invoice Content

The period of performance specified in Contractor's invoice(s) must coincide with the period of performance specified in the applicable Work Order.

5.5.6.1 Time and Materials Work Order

Each invoice submitted by Contractor shall specify:

- The County's numbers for Work Order and the Master Agreement;
- Period of work performance being invoiced;
- Name(s) of persons who performed the work;
- Number of hours being billed for the individual(s) and the labor rate(s) as specified in the Work Order; and
- Total amount of the invoice.

5.5.6.2 Fixed Price Per Deliverable

Each invoice submitted by Contractor shall specify:

- The County's numbers for Work Order and the Master Agreement;
- Period of work performance being invoiced;
- Name(s) of persons who performed the work;
- A brief description of the deliverable(s) for which payment is claimed, the respective number(s) assigned to the deliverable(s), and the individual amount being billed for each deliverable; and
- The total amount of the invoice.

5.5.6.3 Rates

To be determined upon selection of Financial Advisor as set forth in Exhibit G (Pricing Schedule).

5.5.7 In compliance with Internal Revenue Service (IRS) requirements, Financial Advisor shall provide Financial Advisor's Tax Identification Number or Social Security Number on each invoice submitted.

5.5.8 The TTC shall make a reasonable effort to effect payment within thirty (30) calendar days of receipt and approval of Financial Advisor's submitted invoice.

5.5.9 All invoices submitted by the Contractor pursuant to this Master Agreement are subject to auditing requirements of the County Auditor-Controller.

5.6.7 Local Small Business Enterprises – Prompt Payment Program (if applicable)

Certified Local SBEs will receive prompt payment for services they provide to County departments. Prompt payment is defined as fifteen (15) calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF MASTER AGREEMENT - COUNTY

COUNTY ADMINISTRATION

A listing of all County Administration referenced in the following Subparagraphs are designated in Exhibit A – County's Administration. The County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Project Manager

6.1.1 The County's Project Manager has the authority to negotiate, recommend all changes to this Master Agreement, and resolve disputes between the TTC and Contractor.

6.1.2 The Project Manager shall prepare and issue Work Orders and any Amendments thereto, and generally be the first person for Contractor to contact with any questions.

6.2 County's Project Director or Alternate Project Director

6.2.1 The County's Project Director or designated Alternate Director is the County's chief contact person with respect to the day-to-day administration of this Master Agreement. The County's Project Director, or designee, is the approving authority for individual Work Order solicitations and executions.

6.2.2 The responsibilities of the County's Project Director include:

- ensuring that the technical standards and task requirements articulated in an individual Work Order are satisfactorily complied with, and will provide, on request, such information, coordination, documentation, and materials as may be reasonably required by Contractor to perform Work Orders;
- coordinating and monitoring the work of Contractor personnel assigned to the Work Order Director's specific projects, and for ensuring that this Master Agreement's objectives are met;
- monitoring, evaluating and reporting Contractor performance and progress on any and all Work Orders;
- coordinating with Contractor's Project Director, on a regular basis, regarding the performance of Contractor's personnel on each particular project; and
- providing direction to Contractor in the areas relating to County policy, information requirements, and procedural requirements.

6.2.3 County's Project Director is not authorized to make any changes in Work Order labor rates, dollar totals or periods of performance, or in the terms and conditions of this Master Agreement, except through formally prepared Change Notices and Amendments, Subparagraph 8.4.

7.0 ADMINISTRATION OF MASTER AGREEMENT – CONTRACTOR

7.1 Contractor's Project Director

7.1.1 Contractor's Project Director is designated in Exhibit B – Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Director.

7.1.2 Contractor's Project Director shall be responsible for Contractor's day-to-day activities as related to this Master Agreement and shall coordinate with County's Project

Director on a regular basis with respect to all active Work Orders.

7.2 Contractor's Authorized Official(s)

7.2.1 Contractor's Authorized Official(s) are designated in Exhibit B. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s).

7.2.2 Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Master Agreement on behalf of Contractor.

7.3 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of Contractor's staff performing work hereunder and any proposed changes in Contractor's staff including, but not limited to, Contractor's Project Director. Contractor shall provide County with a resume of each proposed substitute and an opportunity to interview such person prior to any staff substitution.

7.4 Contractor's Staff Identification

7.4.1 Contractor shall provide, at Contractor's expense, all staff providing services under this Master Agreement with a photo identification badge in accordance with County specifications. Specifications may change at the sole discretion of the County and Contractor will be provided new specifications as required.

7.4.2 Contractor shall notify the County within one business day when staff is terminated from working under this Master Agreement. Contractor is responsible to immediately retrieve the staff's photo identification badge at the time of removal.

7.4.3 If County requests the removal of Contractor's staff, Contractor is responsible to immediately retrieve the staff's photo identification badge at the time of removal.

7.5 Background and Security Investigations

7.5.1 At any time prior to or during the term of this Master Agreement, each of Contractor's staff performing services under this Agreement who is in a designated sensitive position, as determined by the County in its sole discretion, shall undergo and satisfactorily pass a background investigation as a condition of beginning and continuing to perform services under this Master Agreement. Such background investigation may include, but shall not be

limited to, criminal conviction information obtained through LiveScan fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the sole expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.5.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Master Agreement at any time during the term of the Master Agreement. County will not provide any information obtained through the County's background investigation to Contractor or to Contractor's staff.

7.5.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.5.4 Disqualification of any member of Contractor's staff pursuant to this Subparagraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Master Agreement.

7.6 Confidentiality

7.6.1. Contractor shall maintain the confidentiality of all records obtained from the County under this Master Agreement in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Subparagraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's

indemnification obligations under this Subparagraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.6.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Master Agreement. The Contractor shall cause each employee performing services covered by this Master Agreement to sign and adhere to the "Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement", Exhibit H3.

7.6.4 Contractor shall cause each non-employee performing services covered by this Master Agreement to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H4.

8.0 STANDARD TERMS AND CONDITIONS

8.1 ASSIGNMENT AND DELEGATION

8.1.1 The Contractor shall not assign its rights or delegate its duties under this Master Agreement, or both, whether in whole or in part, without the prior written consent of the TTC, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this Subparagraph, the TTC consent shall require a formal written amendment to the Master Agreement executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Master Agreement shall be deductible, at County's sole discretion, against the claims which the Contractor may have against the County.

8.1.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein.

However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Master Agreement, such disposition is an assignment requiring the prior written consent of the TTC in accordance with applicable provisions of this Master Agreement.

- 8.1.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without the TTC's express prior written approval, shall be a material breach of the Master Agreement which may result in the termination of this Master Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.2 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Master Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Master Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.3 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Master Agreements, the County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year during the term of this Master Agreement (including any extensions), and the services to be provided by the Contractor under this Master Agreement shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within 30 calendar days of the Board of Supervisors' approval of such actions. The Contractor shall continue to provide all of the services set forth in the Master Agreement.

8.4 CHANGE NOTICES AND AMENDMENTS

- 8.4.1 The County reserves the right to initiate Change Notices that **do not affect** the scope or payment of any Work Order issued pursuant to this Master Agreement. All such changes shall only be accomplished with an executed Work Order Change Notice signed by the Contractor and by the County's Project Manager.
- 8.4.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Master Agreement during the term of this Master Agreement. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such orders, an Amendment to the Master Agreement shall be prepared and executed by the Contractor and the TTC.
- 8.4.3 The TTC or his designee may, at his sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Master Agreement. For the exercise of the TTC's renewal option a written notice of intent to renew the Master Agreement shall be prepared and executed by the Contractor and the TTC. The Contractor agrees that such extensions of time shall not change any other term or condition of this Master Agreement during the period of such extensions.

8.5 COMPLAINTS

- 8.5.1 The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.
- 8.5.2 Within fifteen (15) business days after the effective date of the Master Agreement, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints. At a minimum, the policy should include:
 - 1. Within five (5) business days of receiving the complaint, the Contractor shall preliminarily investigate all complaints and notify the County's Project Director of the status of the investigation;

2. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines; and
3. Copies of all written responses shall be sent to the County's Project Director within three (3) business days of mailing to the complainant.

8.5.3 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.4 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days.

8.5.5 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Master Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Master Agreement are hereby incorporated herein by reference.

8.6.2 The Contractor shall indemnify, defend, and hold harmless the County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Subparagraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole

judgment, County shall be entitled to retain its own counsel including, without limitation, County Counsel, and seek reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement. The Contractor shall comply with Exhibit C - Contractor's EEO Certification.

8.8 COMPLIANCE WITH COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program: This Master Agreement is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit D – Jury Service Ordinance and incorporated by reference into and made part of this Master Agreement.

8.8.2 Written Employee Jury Service Policy

1. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five (5) days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this Subparagraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full time employee of Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If Contractor uses any subcontractor to perform services for the County under the Master Agreement, the subcontractor shall also be subject to the provisions of this Subparagraph. The provisions of this Subparagraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If Contractor is not required to comply with the Jury Service Program when the Master Agreement commences, Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and Contractor shall immediately notify the County if Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if Contractor no longer qualifies for an exception to the Jury Service Program. In either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Master Agreement and at its sole discretion, that Contractor demonstrate to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that Contractor continues to qualify for an exception to the Program.
4. Contractor's violation of this Subparagraph of the Master Agreement may constitute a material breach of the Master Agreement. In the event of such material breach, County may, in its sole discretion, terminate the Master Agreement and/or bar Contractor from the award of

future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award of this Master Agreement or any competing Master Agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Master Agreement. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Master Agreement. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this Subparagraph 8.9 shall be a material breach of this Master Agreement.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Master Agreement.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Master Agreement, the Contractor shall give consideration for any such employment openings to participants in the County's

Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

- 8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible Contractor

A Responsible Contractor is one who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Master Agreement. The County's policy requires business to be conducted only with Responsible Contractors.

8.12.2 Chapter 2.202 of the County Code

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other agreements which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in this Master Agreement, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County Agreements for a specified period of time, which generally will not exceed five (5) years, but may exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing Agreements the Contractor may have with the County.

8.12.3 Non-responsible Contractor

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of an Agreement with the County or a nonprofit corporation created by the County; (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness, or capacity to perform a Master Agreement with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same; (3) committed an act or

offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 Contractor Hearing Board

1. If there is evidence that the Contractor may be subject to debarment, the TTC will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.
2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the TTC shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.
4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence, which exonerates the Contractor was

discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 Subcontractors of Contractor

These terms shall also apply to subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the

poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from contracts with the County are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Master Agreement to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Master Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

8.15.1 The County or its agent will evaluate the Contractor's performance under this Master Agreement on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Master Agreement terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Master Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Master Agreement or impose other penalties as specified in this Master Agreement.

8.15.2 The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes,

including determining whether the County will exercise a contract term extension option.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

- 8.16.1 Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by Contractor or employees or agents of Contractor. Such repairs shall be made immediately after Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.
- 8.16.2 If Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Master Agreement meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Master Agreement.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party when appearing in appropriate places on the Change Notices and Amendments prepared pursuant to Subparagraph 8.4, and received via communications facilities as legally sufficient evidence that such original signatures have been affixed to Change Notices

and Amendments to this Master Agreement, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Master Agreement, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this Subparagraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of the Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this Subparagraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Master Agreement shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Master Agreement and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Master Agreement is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Master Agreement all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.
- 8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Master Agreement are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Master Agreement.
- 8.22.4 The Contractor shall adhere to the provisions stated in Subparagraph 7.6 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability including, but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Master Agreement.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Master Agreement and until all of its obligations pursuant to this Master Agreement have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Master Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Master Agreement. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Master Agreement.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Master Agreement.
- Renewal Certificates shall be provided to County not less than ten (10) days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Master Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Master Agreement. Certificates

shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand dollars (\$50,000), and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Treasurer and Tax Collector
Contracts Section
500 West Temple Street – Room 464
Los Angeles, CA 90012

- Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Master Agreement, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and

scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Master Agreement, in the sole discretion of the County, upon which the County may suspend or terminate this Master Agreement.

8.24.4 Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Master Agreement, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Master Agreement. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Master Agreement, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 Waivers of Subrogation

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Master Agreement. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying that each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds under each Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Master Agreement. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Master Agreement expiration, termination or cancellation.

8.24.11 Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies, which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance**

Requirements

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Master Agreement, including owned, leased, hired, and/or non-owned automobiles, as each may be applicable.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or is an employee leasing or temporary staffing firm or a professional employer

organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.25.4 Professional Liability/Errors and Omissions

Insurance covering Contractor's liability arising from or related to this Master Agreement with limits of not less than \$1 million per claim and \$2 million aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the TTC, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the TTC or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire payment due to Contractor or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County will be forwarded to the Contractor by the County Treasurer or his designee in a written notice describing the reasons for said action.

8.26.2 If the TTC determines that there are deficiencies in the performance of this Master Agreement that the TTC deems are correctable by the Contractor over a certain time span, the TTC or his designee will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the TTC may:

(a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Total Maximum Amount specified in the Work Order; and/or

(b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time

frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or

(c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies, and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted above in Subparagraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Master Agreement.

8.26.4 This Subparagraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Master Agreement provided by law or as specified in the PRS or Subparagraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Master Agreement as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Master Agreement provide the same goods or services under similar quantity and delivery conditions to the State of California or any political subdivision including, but not limited to, a county, municipality, or district of the State at prices below those set forth in this Master Agreement, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

- 8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Master Agreement or under any project, program, or activity supported by this Master Agreement.
- 8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subparagraph when so requested by the County.
- 8.28.7 If the County finds that any provisions of this Subparagraph have been violated, such violation shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement. While the County reserves the right to determine independently that the anti-discrimination provisions of this Master Agreement have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Master Agreement.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Master Agreement, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Master Agreement.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Contractor. This Master Agreement shall not restrict the TTC from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Master Agreement, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Master Agreement, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County Project Manager and/or County Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Master Agreement. If the County Project Manager or County Project Director is not able to resolve the dispute, the TTC, or his/her designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees and shall require each subcontractor to notify its employees that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit E of

this Master Agreement and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Master Agreement shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits A, County's Administration and B, Contractor's Administration. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party. The TTC or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Master Agreement.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Master Agreement including all extensions exercised by the County and for a period of one (1) year thereafter, neither party shall in any way intentionally induce or persuade any employee of one (1) party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by Contractor; all information obtained in connection with the County's right to audit and inspect Contractor's documents, books, and accounting records pursuant to Subparagraph 8.38 - Record Retention and Inspection/Audit Settlement of this Master Agreement; as well as those documents which were required to be submitted in response to the Request for Statement of Qualifications (RFSQ) used in the solicitation process for this Master Agreement, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret," "confidential," or "proprietary." The County shall not in any way be liable or responsible for the disclosure of any such records, including without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of

an SOQ marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Master Agreement to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Master Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and
- During the term of this Master Agreement, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name or seal of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of the County, indicate in its proposals and sales materials that it has been awarded this Master Agreement with the County of Los Angeles, provided that the requirements of this Subparagraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Master Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Master Agreement. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Master Agreement. All such material including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the

term of this Master Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Master Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Master Agreement. The County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this Subparagraph shall constitute a material breach of this Master Agreement upon which the County may terminate or suspend this Master Agreement.
- 8.38.3 If, at any time during the term of this Master Agreement or within five (5) years after the expiration or termination of this Master Agreement, representatives of the County may conduct an audit of the Contractor regarding the work performed under this Master Agreement, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Master Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Master Agreement exceed the funds appropriated by the County for the purpose of this Master Agreement.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Master Agreement.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Master Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Master Agreement.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every subcontractor in the same manner and to the same degree as if such subcontractor(s) were Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Master Agreement, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including subcontractor employees, providing services under this Master Agreement. The Contractor is responsible to notify its subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

- 8.40.8 The Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to:

County of Los Angeles
Treasurer and Tax Collector – Contracts Section
500 West Temple Street – Room 464
Los Angeles, California 90012

before any subcontractor employee may perform any work under this Master Agreement.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in Subparagraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute a default under this Master Agreement. Without limiting the rights and remedies available to the County under any other provision of this Master Agreement, failure of Contractor to cure such default within 90 calendar days of written notice shall be grounds upon which the County may terminate this Master Agreement pursuant to Subparagraph 8.43 - Termination for Default and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 County may terminate this Master Agreement, and any Work Order issued hereunder, in whole or in part, from time to time or permanently, when such action is deemed by the County, in its sole discretion, to be in the County's best interest. Termination of work hereunder shall be effected by notice of termination to Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.
- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall immediately:
- Stop work under the Work Order or under this Master Agreement, as identified in such notice;

- Transfer title and deliver to County all completed work and work in process; and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Master Agreement or Work Order shall be maintained by the Contractor in accordance with Subparagraph 8.38, Record Retention and Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Master Agreement, if, in the judgment of County's Project Director:

- Contractor has materially breached this Master Agreement;
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Master Agreement or any Work Order issued hereunder; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements of any Work Order issued under this Master Agreement, or of any obligations of this Master Agreement and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Master Agreement in whole or in part as provided in Subparagraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Master Agreement to the extent not terminated under the provisions of this Subparagraph.

8.43.3 Except with respect to defaults of any subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in Subparagraph 8.43.2 if its failure to perform this Master Agreement, including any Work Order

issued hereunder, arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy; acts of the County in either its sovereign or contractual capacity; acts of Federal or State governments in their sovereign capacities; fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this Subparagraph 8.43.3, the terms "subcontractor" and "subcontractors" mean subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this Subparagraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this Subparagraph 8.43, or that the default was excusable under the provisions of Subparagraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Subparagraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this Subparagraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Master Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or indirectly through an intermediary, to any County officer, employee, or agent with the intent of securing this Master Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Master Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Master Agreement. In the event of such termination, the

County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Master Agreement immediately on the occurrence of any of the following events:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this Subparagraph 8.44 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall

constitute a material breach of this Master Agreement, upon which the County may in its sole discretion, immediately terminate or suspend this Master Agreement.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Master Agreement, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Master Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Master Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Master Agreement, then this Master Agreement shall terminate as of June 30th of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Master Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Master Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Master Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Master Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Subparagraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Master Agreement.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Master Agreement upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to immediately terminate this Master Agreement and, at its sole discretion, deduct from the Master Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Master Agreement will maintain compliance with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Master Agreement. Without limiting the rights and remedies available to County under any other provision of this Master Agreement, failure of Contractor to cure such default within ten (10) days of notice shall be grounds upon which County may terminate this Master Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.1.1 This Master Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program as codified in Chapter 2.204 of the Los Angeles County Code.

9.1.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local SBE.

9.1.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or

employee for the purpose of influencing the certification or denial of certification of any entity as a Local SBE.

9.1.4 If Contractor has obtained certification as a Local SBE by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this Master Agreement/Work Order to which it would not otherwise have been entitled shall:

1. Pay to the County any difference between the work order amount and what the County's costs would have been if the work order had been properly awarded;
2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than ten (10) percent of the amount of the work order; and
3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification; however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a Master Agreement award.

9.2 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.2.1 County shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through Contractor's work pursuant to this Master Agreement. Contractor, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the County all Contractor's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to Contractor's work under this Master Agreement.

9.2.2 During the term of this Master Agreement and for five (5) years thereafter, Contractor shall maintain and provide security for all Contractor's working papers prepared under this Master Agreement. County shall have the right to

inspect, copy and use at any time during and subsequent to the term of this Master Agreement, any and all such working papers and all information contained therein.

- 9.2.3 Any and all materials, software and tools which are developed or were originally acquired by Contractor outside the scope of this Master Agreement, which Contractor desires to use hereunder, and which Contractor considers to be proprietary or confidential, must be specifically identified by Contractor to County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by Contractor as "Propriety" or "Confidential" on each appropriate page of any document containing such material.
- 9.2.4 County will use reasonable means to ensure that Contractor's proprietary and/or confidential items are safeguarded and held in confidence. County agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of Contractor.
- 9.2.5 Notwithstanding any other provision of this Master Agreement, County will not be obligated to Contractor in any way under Subparagraph 9.2.4 for any of Contractor's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by Subparagraph 9.2.3 or for any disclosure which County is required to make under any state or federal law or order of court.
- 9.2.6 All the rights and obligations of this Subparagraph 9.2 shall survive the expiration or termination of this Master Agreement.

9.3 PATENT, COPYRIGHT AND TRADE SECRET INDEMNIFICATION

- 9.3.1 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of Contractor's work under this Master Agreement. County shall inform Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support Contractor's defense and settlement thereof.

- 9.3.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:
- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
 - Replace the questioned equipment, part, or software product with a non-questioned item; or
 - Modify the questioned equipment, part, or software so that it is free of claims.
- 9.3.3 Contractor shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by Contractor, in a manner for which the questioned product was not designed nor intended.

**AUTHORIZATION OF MASTER AGREEMENT FOR
FINANCIAL ADVISORY SERVICES**

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Master Agreement to be executed by the Treasurer and Tax Collector, or designee and approved by County Counsel, and Contractor has caused this Master Agreement to be executed in its behalf by its duly authorized officer, this _____ day of _____, 2011.

COUNTY OF LOS ANGELES

By _____
Treasurer and Tax Collector

By _____
Contractor

Signed: _____

Printed: _____

Title: _____

APPROVED AS TO FORM:

Andrea Sheridan Ordin
County Counsel

By _____
Cammy DuPont
Principal Deputy County Counsel

**MASTER AGREEMENT FOR
FINANCIAL ADVISORY SERVICES**

TABLE OF CONTENTS OF EXHIBITS

STANDARD EXHIBITS

- A COUNTY'S ADMINISTRATION**
- B CONTRACTOR'S ADMINISTRATION**
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UNIQUE EXHIBITS

- H FORMS REQUIRED FOR EACH WORK ORDER BEFORE WORK BEGINS**
- I SUBSEQUENT EXECUTED WORK ORDERS**

COUNTY'S ADMINISTRATION

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

COUNTY PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____ Facsimile: _____

E-Mail Address: _____

COUNTY ALTERNATE PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

COUNTY PROJECT MANAGER:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S NAME

MASTER AGREEMENT NO. _____

WORK ORDER NO. _____

CONTRACTOR'S PROJECT DIRECTOR:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

Notices to Contractor shall be sent to the following address:

Name: _____

Title: _____

Address: _____

Telephone: _____

Facsimile: _____

E-Mail Address: _____

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self-analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

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Page 2 of 3

- 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.
- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
 - 1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 - 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

- 1. Recommend to the board of supervisors the termination of the contract; and/or,
- 2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

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CONTRACTOR EMPLOYEE JURY SERVICE

Page 3 of 3

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

SAFELY SURRENDERED BABY LAW

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafea.org



In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723

www.babysafela.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org

Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Angeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



SAMPLE WORK ORDER FORMATS

F Statement of Work

F1 Time and Materials Basis

F2 Fixed Price Per Deliverable Basis

A STATEMENT OF WORK SHALL BE ATTACHED TO EACH INDIVIDUAL WORK ORDER

STATEMENT OF WORK
MASTER AGREEMENT FOR
FINANCIAL ADVISORY SERVICES

SCOPE OF SERVICES

1.0 INTRODUCTION

The County of Los Angeles (County) is authorized under California Government Code Section 31000 to contract for special services with private businesses for the provision of financial advisor services to assist the County on an as needed-basis.

The County has authorized the Treasurer and Tax Collector (TTC) to execute and administer Master Agreements on behalf of the County with qualified Contractors selected from the Financial Advisory Services Master Agreement pool. It is the intent of the TTC to utilize Contractors on a modified-rotational, as-needed basis, as determined by the TTC in his sole discretion for the provision of financial advisor services on debt structuring and management for the County's Indebtedness and Borrowing Program.

2.0 SCOPE OF SERVICES

A detailed description of services requested by the TTC will be included in the Statement of Work portion of each Work Order. Financial Advisory Services include, but are not limited to, the following activities and programs:

2.1 General Financial Advisory Service Activities

Contractor shall be required to perform activities stated herein. Activities may include, but are not limited to, performing and/or providing assistance to the County performing the following:

- a. Evaluation of prospective underwriters for County financing projects;
- b. Risk analysis of various financing strategies and debt structures;
- c. Validation of proposed financing structures;
- d. Development of the project financing schedule and Interested Parties List;

- e. Preparation and review of financing documents, including the preliminary and final official statements;
- f. Research and evaluation of pricing strategies related to the issuance of debt securities, including analyses of market trends and transaction timing;
- g. Pre-marketing initiatives to potential investors for competitive sales of debt securities;
- h. Evaluating bids, including validation of the True Interest Cost calculation and recommending the award of debt securities for competitive sales;
- i. Development and evaluation of Requests For Proposals related to the solicitation process for the following services: Financial Printer, Bond Insurer, Trustees, Verification Agent, and Escrow Agent;
- j. Review and coordination of the closing process for a County financing project, including the review of all closing documents;
- k. Recommend strategies and solutions related to the investment of bonds proceeds;
- l. Recommend strategies and solutions related to compliance with arbitrage regulations;
- m. Evaluation of financing team performance and the results from the sale of debt securities;
- n. Development of, or assistance with, an Investor Relations Program; and
- o. Monitoring and analyzing refunding opportunities for the County's outstanding debt obligations.

2.2 Financial Advisor Potential Programs

Contractor may be required, upon the TTC's written request, to perform programs stated herein. Programs may include, but are not limited to, performing and/or providing assistance to the County performing the following:

2.2.1 Financial Structure Validation

Contractor shall assist in the formation of the financing team for the pending debt issuance. Contractor shall make presentations, as needed,

to the TTC regarding underwriter team proposals, including a benefit analysis.

Contractor shall provide assistance in validating the financial structure for any short-term, medium-term, and/or long-term financing in progress or as proposed by underwriters, including a risk analysis of any proposed financial instruments.

2.2.2 Document/Analysis Preparation

Contractor shall assist in the preparation of a variety of legal and financial documents relating to any specific financing program in progress or anticipated.

2.2.3 Rating Agency Package

Contractor shall, at the discretion of the TTC, prepare and/or assist the TTC in the preparation of materials for Rating Agency review of financing.

2.2.4 Market Assessment

Contractor shall assess bond market conditions at the time of sale of financial instruments; the assessments shall include, but not be limited to, a cost benefit analysis of the proposed structure to aid the TTC in the pricing, and an analysis of County's relative position in the marketplace.

2.2.5 Syndicate Procedures

Contractor shall prepare draft procedures for syndicate structure for final approval by the TTC and agreement by all syndicate members.

2.2.6 Performance Evaluation

Contractor shall analyze performance of all membership levels of sales and shall present a written report documenting the results to the TTC following the sale of County financial instruments. The report presented to the TTC by Contractor shall be indicative of membership activities in the financing program.

2.2.7 Investor Relations

Contractor shall assist the County in the development and execution of an Investor Relations Program.

2.2.8 Other

The TTC reserves the right to add and/or delete Financial Advisory Services to this Exhibit F during the term of the Master Agreement.

3.0 **PROJECT REPORTING**

Contractor shall, throughout the term of each assigned Work Order, apply requisite technical and management skills and techniques to assure satisfactory and timely completion of project milestones. Contractor shall, prepare project status reports, as requested by the TTC, summarizing separately accomplishment of milestones for each specific Work Order.

4.0 **WORK HOURS**

With the exception of County Observed holidays, Contractors are required on a modified-rotational, as-needed basis, throughout the term of the Master Agreement during regular Department hours of Monday through Friday, 8:00 a.m. until 5:00 p.m.

4.1 **COUNTY OBSERVED HOLIDAYS**

The following are the usual County observed holidays.

- New Year's Day
- Martin Luther King, Jr.'s Birthday
- Presidents' Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans' Day
- Thanksgiving Day
- Friday after Thanksgiving Day
- Christmas Day

5.0 PERSONNEL

5.1 County Personnel

5.1.1 The TTC shall assign a County Project Director to provide overall management and coordination of the Financial Advisor Master Agreement Pool and act as the TTC's liaison with Contractor.

5.1.2 The County Project Director shall provide information to the Contractor in areas relating to policy and procedural requirements and will monitor the Contractor's performance during the term of the Master Agreement.

5.1.3 The TTC reserves the right to have the County Project Director, or a designated alternate, interview any or all prospective employees of Contractor.

5.2 Contractor's Project Director

5.2.1 The Contractor shall provide a Contractor Project Director, and an Alternate Contractor Project Director, to act as a liaison for the Contractor in coordinating the Contractor's services.

5.2.2 The Contractor's Project Director shall have full authority to act for the Contractor on all matters relating to the Contractor's performance under the terms and conditions of the Master Agreement, including any and all executed Work Orders.

5.2.3 The Contractor's Project Director or the designated Alternate should be available during Business Hours from 8:00 a.m. until 5:00 p.m. Pacific Time, Monday through Friday for telephone consultation and to meet with the County's Project Director or his/her designee to discuss project services.

5.2.4 All personnel assigned by the Contractor to perform services for the TTC shall at all times be employees of the Contractor, and the Contractor shall have the sole right to hire, supervise, suspend, discipline or discharge of

Contractor's employees. However, any employee of Contractor assigned to provide services to County who, in the TTC's sole and absolute opinion is unsatisfactory, shall immediately upon request of the County's Project Director be removed from providing contracted services under the Master Agreement.

6.0 USE OF COUNTY SEAL AND TTC'S LOGO

Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisement, press releases, feature articles, or other materials using the name or seal of the County without prior written consent of the County's Project Director.

**FINANCIAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER
(TIME AND MATERIALS BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all services detailed in the Statement of Work attached hereto as Exhibit ___, on a time and materials basis, in compliance with the terms and conditions of Contractor's Master Agreement identified above.

II. PERSONNEL

Contractor shall provide the below-listed personnel whose labor rates are as shown:

Skill Category _____

Name _____ @ \$_____/hour.

Name _____ @ \$_____/hour.

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all services to be provided under this Work Order shall not exceed _____ Dollars (\$_____).

B. Contractor shall invoice County only for hours actually worked, in accordance with the terms and conditions of Contractor's Master Agreement. Contractor shall be responsible for limiting the number of hours worked by Contractor Personnel under this Work Order, not to exceed the Total Maximum Amount in Section III.A, above.

C. Contractor shall satisfactorily perform and complete all required services in accordance with Exhibit ___ (Statement of Work) notwithstanding the fact that total payment from County shall not exceed the Total Maximum Amount.

Work Order No. _____ County Master Agreement No. _____

D. CONTRACTOR shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

Contractor's signature on this Work Order document confirms Contractor's awareness of and agreement with the provisions of Subparagraph 3.3 of the Master Agreement, which establish that Contractor shall not be entitled to any compensation whatsoever for any task, deliverable, service, or other work:

- A. That is not specified in this Work Order; and/or
- B. That utilizes personnel not specified in this Work Order; and/or
- C. That exceeds the Total Maximum Amount of this Work Order; and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

COUNTY OF LOS ANGELES

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

**FINANCIAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER
(FIXED PRICE PER DELIVERABLE BASIS)**

(CONTRACTOR NAME)

Work Order No. _____ County Master Agreement No. _____

Project Title: _____

Period of Performance: _____

County Requesting Department: _____

County Project Director: _____

County Manager/Supervisor: _____

I. GENERAL

Contractor shall satisfactorily perform all the tasks and provide all the deliverables detailed in the Statement of Work attached hereto as Exhibit __, on a fixed price per deliverable basis, in compliance with the terms and conditions of Contractor's Master Agreement.

II. PERSONNEL

Contractor shall provide the below-listed personnel:

Skill Category: _____

Name: _____

Name: _____

Name: _____

III. PAYMENT

A. The Total Maximum Amount that County shall pay Contractor for all deliverables to be provided under this Work Order is shown below:

Deliverable	Maximum Amount
_____	_____
_____	_____
_____	_____
Total Maximum Amount: _____	

Work Order No. _____ County Master Agreement No. _____

B. Contractor shall satisfactorily provide and complete all required deliverables in accordance with Exhibit ___ (Statement of Work) notwithstanding the fact that total payment from County for all deliverables shall not exceed the Total Maximum Amount in III.A, above.

C. Contractor shall submit all invoices under this Work Order to:

IV. SERVICES

In accordance with Master Agreement Subparagraph 3.3, Contractor may not be paid for any task, deliverable, service, or other work that is not specified in this Work Order, and/or that utilizes personnel not specified in this Work Order, and/or that exceeds the Total Maximum Amount of this Work Order, and/or that goes beyond the expiration date of this Work Order.

ALL TERMS OF THE MASTER AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. THE TERMS OF THE MASTER AGREEMENT SHALL GOVERN AND TAKE PRECEDENCE OVER ANY CONFLICTING TERMS AND/OR CONDITIONS IN THIS WORK ORDER. NEITHER THE RATES NOR ANY OTHER SPECIFICATIONS IN THIS WORK ORDER ARE VALID OR BINDING IF THEY DO NOT COMPLY WITH THE TERMS AND CONDITIONS OF THE MASTER AGREEMENT.

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- A. That is not specified in this Work Order; and/or
- B. That utilizes personnel not specified in this Work Order; and/or
- C. That exceeds the Total Maximum Amount of this Work Order; and/or
- D. That goes beyond the expiration date of this Work Order.

REGARDLESS OF ANY ORAL PROMISE MADE TO CONTRACTOR BY ANY COUNTY PERSONNEL WHATSOEVER.

CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____

COUNTY OF LOS ANGELES

By: _____

Name: _____

Title: _____

Date: _____

PRICING SCHEDULE FINANCIAL ADVISORY SERVICES

Compensation for the services described herein shall be at the following hourly rates:

STAFFING CATEGORY	HOURLY RATE
Chairman/President	
Senior Managing Director	
Managing Director	
Vice President	
Assistant Vice President	
Principal	
Associate	
Analyst	
Other (specify)	
Other (specify)	

In addition to the fees specified above, Financial Advisor shall be paid, at the time provided for payment of fees, its reasonable and necessary expenses. However, the County shall not pay Contractor for any overtime premiums, travel expenses, meals, lodging, holidays, vacation, sick leave, per diem, or miscellaneous expenses, etc. Financial Advisor must provide documentation of reasonable and necessary expenses, including receipts for all items.

Reasonable and necessary expenses and fees shall be paid only at the sole discretion of the County and with the County's prior approval.

EXHIBIT H

FORMS REQUIRED FOR EACH WORK ORDER **BEFORE WORK BEGINS**

- H1 CERTIFICATION OF EMPLOYEE STATUS
- H2 CERTIFICATION OF NO CONFLICT OF INTEREST
- H3 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- H4 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

**FINANCIAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF EMPLOYEE STATUS

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

I CERTIFY THAT: (1) I am an Authorized Official of Contractor; (2) the individual(s) named below is(are) this organization's employee(s); (3) applicable state and federal income tax, FICA, unemployment insurance premiums, and workers' compensation insurance premiums, in the correct amounts required by state and federal law, will be withheld as appropriate, and paid by Contractor for the individual(s) named below for the entire time period covered by the attached Work Order.

EMPLOYEES

1. _____
2. _____
3. _____
4. _____

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

**FINANCIAL ADVISORY SERVICES
MASTER AGREEMENT WORK ORDER**

CERTIFICATION OF NO CONFLICT OF INTEREST

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

CONTRACTOR NAME

Work Order No. _____ County Master Agreement No. _____

Los Angeles County Code Section 2.180.010.A provides as follows:

Certain contracts prohibited.

- A. Notwithstanding any other section of this code, the county shall not contract with, and shall reject any bid or proposal submitted by, the persons or entities specified below, unless the board of supervisors finds that special circumstances exist which justify the approval of such contract:
1. Employees of the county or of public agencies for which the board of supervisors is the governing body;
 2. Profit-making firms or businesses in which employees described in subdivision 1 of subsection A serve as officers, principals, partners, or major shareholders;
 3. Persons who, within the immediately preceding 12 months, came within the provisions of subdivision 1 of subsection A, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the contract; or
 - b. Participated in any way in developing the contract or its service specifications; and
 4. Profit-making firms or businesses in which the former employees, described in subdivision 3 of subsection A, serve as officers, principals, partners, or major shareholders.

Contractor hereby declares and certifies that no Contractor Personnel, nor any other person acting on Contractor's behalf, who prepared and/or participated in the preparation of the bid or proposal submitted for the Work Order specified above is within the purview of County Code Section 2.180.010.A, above.

I declare under penalty of perjury that the foregoing is true and correct.

Signature of Authorized Official

Printed Name of Authorized Official

Title of Authorized Official

Date

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Master Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Work Order. Work cannot begin on the Work Order until County receives this executed document.)

Contractor Name _____ Non-Employee Name _____

Work Order No. _____ County Master Agreement No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Master Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Master Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Master Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Master Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Master Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Master Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Master Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Master Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Master Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

SUBSEQUENT EXECUTED WORK ORDERS